

# TERMS & CONDITIONS

## 1.0 SITE APPLICATIONS

1.1 By submitting the Trade Application Form you agree to the Terms & Conditions for the 2021 New Zealand Agricultural Show.

1.2 The Canterbury A&P Association may accept or decline any application for exhibiting rights.

1.3 A non-refundable deposit of \$350 (including GST) must accompany an application, which if not accepted will be returned.

1.5 The Canterbury A&P Association will endeavour to offer clients the first option of the same or a similar site each year. To ensure you have priority, complete the Trade Application Form online & pay your deposit before 28 February 2021. In some instances changes to the Park layout may impact on this. We will do our best to provide similar positions within the Park but do not guarantee this.

1.6 Trade Site fees are subject to change and may differ from those advertised in the Trade Information Pack.

1.7 Food providers selling from a stall/vehicle must send a photo(s) of their stall/vehicle(s) and a copy of their Health Certificate of Registration and Stall Licence with their Trade Application Form.

1.8 Use of compostable packaging and recyclable materials is a requirement for all trade exhibitors at the Show.

Confirmation of this trade site agreement includes committing to our sustainable packaging policies. These policies will be communicated in detail in June 2021.

1.9 A separate information check sheet must be completed by food vendors. This will be sent after the application is processed.

## 2.0 PAYMENT OF FEES

2.1 All fees must be paid in full no later than 31 August 2021

2.2 If all fees are not received by 31 August 2021 the site may be offered for resale.

2.3 All admission tickets and vehicle passes will be couriered out once final payment has been received or held for collection in the Site Office at 102 Curletts Road.

2.5 Trade sites may be available up until 9 November 2021. The two deciding factors will be space availability and payment in full. Trade Exhibitors not fully paid up will not be allowed to set up.

## 3.0 SHOW DAYS

3.1 The 2021 New Zealand Agricultural Show will be open to the public from Wednesday 10 November to Friday 12 November 2021.

3.2 The gates will open to the public at 8am and close at 5.30pm.

3.3 Exhibitors must have their stands fully operational during the advertised opening hours of the Show. Personnel must be in attendance between 8am to 5.30pm on Wednesday, Thursday and Friday.

## 4.0 EXHIBITS

4.1 The Event Director, or other person appointed by the Canterbury A&P Association, has the power to enter an Exhibitor's site at any time and remove any article, sign, picture or printed matter which in his/her opinion may cause offence to the public, or is not in keeping with the requirements of the Canterbury A&P Association.

4.2 Trade Exhibitors must display company name and site number, minimum A4 size, in plain view for identification purposes.

4.3 The grounds will be marked out the weeks prior to the Show and exhibits will be able to be set up from Wednesday 3 November 2020 for outside/uncovered sites, please note security starts on Saturday 6 November at 6pm. All inside/covered features are available for setup from 9am Monday 8 November 2021.

4.4 All displays must be set up by 7pm Tuesday 9 November 2021 (except Retail Pavilion & Food Pavilion, sites must be setup by 5pm).

4.5 All sites will be measured using the Association's measuring wheel. This measuring wheel will be the official measurement tool for all display sites.

4.6 All excavations, tent pegs, etc. must be 2 metres inside all roadway curbing. All Park services (power, water and irrigation) are situated underground. Exhibitors are required to contact the Operations Manager on 027 441 5621 prior to driving any pegs or making any excavation on their sites as in many cases services are buried within the boundaries of a site. If an Exhibitor causes damage to underground services and has not checked the location of the services,

with the Park Operations Manager, or followed instructions, they will be liable for all costs to repair the damage. An underground services map document will be available online prior to the show, for a guideline when planning your site display. There are high voltage power cables underground so please communicate to your staff the danger and requirement to liaise with event organisers.

4.7 Outdoor exhibitors must take all steps to ensure their site is returned to its original condition within 10 (ten) days following the closing of the Show. Failure to do so will result in the Exhibitor having to pay costs as per 15.4 and/or a bond being placed on the Exhibitor for subsequent events.

4.8 The use of amplifiers or loud speakers by Exhibitors is at the discretion of the Canterbury A&P Association.

4.9 Sites within the Retail Pavilion, Food Pavilion and Innovation Marquee are partitioned; the cost of partitions is included in your site fee. Peek Display will set up the partitions in your indoor site, they can be contacted on phone 03 339 9786 for specific requests.

4.10 Rubbish on Sites: standard recycling protocols have been adopted by the New Zealand Agricultural Show. Exhibitors are required to comply with recycling instructions at the event. Any Exhibitor leaving rubbish on sites will be liable for a fine of \$500 as well as the cost of removing the rubbish.

4.11 Exhibitors cannot distribute any printed material for their company from any location on the Showgrounds except from within the boundaries of their own site, unless prior permission is granted by the Event Director.

4.12 No animals (including dogs), except those entered in the Catalogue, part of a Trade Display or guide dogs, will be allowed on the Showgrounds. A special ticket is required.

4.13 Where live cattle or deer form part of a trade display the Exhibitor is responsible for:

(a) Ensuring all stock have completed all TB testing requirements as per Animal Health Board testing regulations.

(b) Ensuring all stock are identified in accordance with current NAIT legal requirements. For more information call 0800 624 843 or visit [www.nait.co.nz](http://www.nait.co.nz).

4.14 Any sheep included as part of a Trade Display must include a Brucellosis Certificate with their Trade Application Form.

4.15 Any alpacas/llamas included as part of a Trade Display must belong to a clear TB herd where whole herd testing is performed in accordance with the AANZ Voluntary TB Scheme and must include a TB certificate with their Trade Application Form.

4.16 Damage caused to any feature marquee during the Show by an Exhibitor or their display will be the responsibility of the Exhibitor. Exhibitors are to take due care in the setting up and dismantling of exhibits. If partitions are not returned in condition in which they were delivered, Peek Display retains the right to charge the cost of repair or replacement to the Exhibitor.

4.17 Exhibitors in the covered Retail Pavilion accept the possibility there will be a wool auction run between the hours of 8am to 2pm on Thursday 11<sup>th</sup> November 2021 in the South East corner of the covered Retail Pavilion. All care will be taken by the Canterbury A&P Association to keep noise levels to a minimum during this time. The Canterbury A&P Association shall not be liable to the Exhibitor for any compensation whatsoever as a result of lost sales based on noise pollution.

## 5.0 ELECTRICITY

5.1 Power is not included in site fees.

5.2 A link to our online Electrical Application Form and charges will be sent to you early 2021.

5.3 The cost of connecting power to your site is additional and requesting this service is the responsibility of the Exhibitor and will be charged separately to your site fees.

5.4 Exhibitors are advised to book their site connection via our website portal before 10 September 2021.

5.5 All portable electrical equipment on site must have a current electrical test and tag, complying with NZS3760 wiring regulations. All catering caravans (outside food sites) must have a current electrical WOF NZS3019.

## 6.0 INSURANCE AND SECURITY

6.1 Exhibitors are advised to arrange insurance cover for their own property.

6.2 All Exhibitors must have public liability insurance for an amount not less than \$2,000,000 (two million dollars). Proof of this cover or an affidavit is to be produced for the

Canterbury A&P Association if requested. The Canterbury A&P Association will not be responsible for any claim against or by an Exhibitor.

6.3 During non-Show hours 5.30pm to 8am, the Park will be patrolled by security guards. This will start from Saturday 6 November 2021 at 6pm through to Monday 15 November 2021 at 6am inclusive (during non-business and Show hours). During Show hours, security issues should be directed to NZ Police. Packing out on Saturday 13 and Sunday 14 November, will be through Curletts Road gate only for security reasons. Exhibitors must display a Trade Exhibitors vehicle parking pass to gain entry for pack in and pack out.

6.4 The Canterbury A&P Association will take all reasonable care but will not be responsible for any losses or damage incurred at this event.

## 7.0 VEHICLES

7.1 Trade Exhibitors will be given vehicle parking passes as per the allocation table in the trade pack.

7.2 Vehicle parking passes do NOT allow parking inside the grounds. These allow for servicing of display sites through the Exhibitor Gate only prior to 7:30am each morning and after 5.30pm each night.

7.3 All service vehicles must be parked outside the security fence after 8am daily.

7.4 Trade Exhibitor entry to the Showgrounds on Show Days and for the Trade Exhibitors car park through Curletts Road 2. NOTE: To gain entry to sites on Show days, Curletts Road 1 can only be used prior to 7:30am and after 5.30pm, unless otherwise directed by Traffic Management.

Access to the Showgrounds will be subject to notification prior to the Show. Curletts Road 2 can be used anytime for access to and from the Trade Exhibitor's car park, subject to space availability.

7.5 Car parking is available for Trade Exhibitors in a designated area free of charge for the duration of the Show. *\*All vehicles require a parking Pass to enter.*

7.6 **No vehicles** are permitted to remain inside the Show area during Show hours unless on the Exhibitors site or as part of the overall display. Failure to comply will result in the vehicle being towed at the owner's expense.

7.7 Ignition keys must be removed from all vehicles not actually in use within the display areas.

7.8 All vehicles inside the Show area must have their Exhibitor name displayed in the front windscreen.

7.9 Maximum vehicle speed on roads in the Showgrounds during the Show is 5km/h. All roads within the Showgrounds are for pedestrian access. Vehicles must give way and drive with extreme caution.

7.10 Public safety is paramount – No unauthorised vehicles to be driven inside the perimeter fence between 8am and 5.30pm during Show days.

## 8.0 EXHIBITOR ADMISSION

8.1 Admission of Exhibitors through gates on Show days requires an Exhibitor Pass.

8.2 Tickets will be allocated after full payment of fees. For allocation refer to the table in the trade pack.

8.3 Additional Exhibitor Passes may be purchased at a discounted price of \$20 per 1 Day Exhibitor Pass (these ticket prices are GST inclusive). This price is a discounted pre-Show price for tickets purchased prior to Friday 5 November 2021, after this the tickets will be available at normal gate rates, payment is required before tickets are released.

## 9.0 HEALTH AND SAFETY

9.1 The Canterbury A&P Association is reviewing its Health and Safety plan and reserves the right to change any terms relating to Health and Safety during the year. All exhibitors will be notified if the Association does so.

9.2 Trade Exhibitors must follow the instructions of Show Officials and Marshals.

9.3 Trade Exhibitors must comply with local body bylaws and requirements and Acts of Parliament (including OSH Act and its amendments), which govern the erection of structures, sale of liquor, the display and/or sale of machinery, vehicles and/or other products or goods of the Exhibitors and Aviation Safety Regulations.

9.4 Trade Exhibitors are responsible for preparing and monitoring a Health and Safety audit of their site by identifying, isolating or managing any potential hazards for staff, volunteers, contractors and the public.

9.5 Trade Exhibitors are responsible for briefing all staff and volunteers working on their site regarding the Health and Safety planning and monitoring of their site.

9.6 Trade Exhibitors are required to have a suitable, approved fire extinguisher on their stand at all times, if flammable materials are present.

9.7 Any Exhibitor using flammable liquids in their Exhibit must seek approval in writing from the Sales Manager at the Canterbury A&P Association office prior to the Show commencing.

9.8 All Trade Exhibitors using a heating appliance or apparatus must provide an appropriate non-flammable separation area of at least two metres wide between the public and the apparatus.

9.9 There is to be NO SMOKING inside any Marquees, Trade Pavilion or Showgrounds buildings.

9.10 No Trade Exhibitor shall install or maintain any LPG container greater than 15kg without having a Certified Gasfitters Certificate. All compressed gas cylinders must be secured against tipping and must have snap couplings.

9.11 Each Trade Exhibitor must keep all display equipment and signs within their allocated site boundaries.

9.12 All tent and marquee pegs must be covered with sand bags or shrubs, as must other dangerous spikes, protruding objects etc.

9.13 The Event Director reserves the right to order immediate removal from the Showgrounds of any Exhibits he/she considers dangerous, offensive or unmanageable.

9.14 Trade Exhibitors must ensure that they keep walkways clear and no dangerous equipment or chemicals are accessible to the public.

9.15 Trade Exhibitors are reminded that no Exhibits shall be removed from the Showgrounds until after 5.30pm on Friday 12 November 2021. Vehicles must not be driven inside the exhibiting area between 8am and 5.30pm any day of the Show.

9.16 First Aid: First aid stations are located by the Main Arena, Canterbury A&P Association office and the Isaac Arena. Please familiarise yourself with the Showgrounds site map.

9.17 Accidents and hazards must be reported to the Event Director at the Canterbury A&P Association office.

9.18 Any Trade Exhibitor providing their own marquee over 100sqm or any structure over 100sqm is required to have a building permit. Marquees erected by Christchurch City Council approved suppliers can be included at a fee in the overall Temporary Building Permit lodged by the Canterbury A&P Association provided we are advised prior to 31 August 2021. A diagram showing the position of the marquee on the site is required. The diagram must be supplied with the Trade Application Form for repeat bookings or prior to the application being lodged with the Christchurch City Council on 4 September. Please tick the box on the application form to indicate if your marquee is over 100sqm and who will erect the structure. For structures, specifications must be included.

#### **10.0 PAYMENT OF FEES**

10.1. All Exhibitors are required to pay a non-refundable deposit of \$350 inclusive of GST which will be refunded if a site is not allocated by 28 February 2021.

10.2. Half of the remaining site fee balance is due by 31 May 2021.

10.3 The remaining site fee balance is due by 31 August 2021.

#### **11.0 ALCOHOL AND CORPORATE HOSPITALITY SITES**

11.1 Under the Sale of Liquor Act Trade Exhibitors selling alcohol from their sites are required to make individual application for a special licence from the District Alcohol Licensing Agency at least 20 working days prior to the Show. Information and application forms are available at [www.ccc.govt.nz](http://www.ccc.govt.nz) or from the Sales Manager. Exhibitors hosting on corporate hospitality sites do not require a Special Licence, unless you are selling tickets to an event on your site, where alcohol is provided.

11.2 The Canterbury A&P Association reserves the right to restrict beer, RTD & cider sales to specific brands as determined by any signed sponsorship agreements.

11.3 On site catering requirements for your site can be met by the Official Show Caterer. Contact the Sales Manager for details.

#### **12.0 FOOD AND FROZEN CONFECTIONARY**

12.1 The sale of food or confectionary lines, other than from approved outlets, is prohibited.

12.2 If you are preparing and selling food at the Show you will require a Christchurch City Council Food Licence. Information available at CCC Environmental Health Ph 03 941 8927.

12.3 The Canterbury A&P Association reserves the right to restrict food vendors and exhibitors from selling or distributing any frozen confectionery/slushies/ice cream product in accordance with any signed sponsorship agreement. Current agreement stands with Tip Top. If you wish to enquire about selling Tip Top product please contact Kylie McKay, 027 406 2088 or email [kylie.mckay@tiptop.co.nz](mailto:kylie.mckay@tiptop.co.nz)

#### **13.0 RAFFLE TICKETS AND SILLY STRING**

13.1 Raffle tickets can be sold by not for profit organisations as long as it is done from their site and prior approval has been sought from the Canterbury A&P Association in writing.

13.2 Silly String (plastic string sprayed from an aerosol can) is prohibited at the New Zealand Agricultural Show.

#### **14.0 ADVERTISING**

14.1 Sponsorship opportunities exist for Exhibitors and can be negotiated by contacting the Sales Manager at Canterbury A&P Association.

14.2 Advertising opportunities exist for Exhibitors and can be negotiated by contacting the Sales Manager at the Canterbury A&P Association.

14.3 All Trade Exhibitors will be forwarded information on any newspaper feature/supplements; contact for advertising will be made direct from the publication.

#### **15.0 USE OF EXHIBITOR INFORMATION**

15.1 By completing a Trade Application Form the Exhibitor agrees and the Canterbury A&P Association acknowledges that:

(a) Exhibitor information details can be shown as part of the New Zealand Agricultural Show information.

(b) Exhibitor details can be made available to the media for use in compiling the Show newspaper supplements, for human interest stories, as well as for programme preparation and for the Canterbury A&P Association to use in promotional and educational material about the Show.

(c) Exhibitor details can be made available to nominated companies that have exhibit resource materials provided the Canterbury A&P Association believes them to be reputable.

(d) Exhibitor and company details given to the Canterbury A&P Association on the Trade Application Form will be directly transferred and used as the company listing in the Trade Exhibitors listing. Exhibitors should clearly indicate any information that is not for publication.

#### **16.0 REMOVAL OF TRADE EXHIBITS**

16.1 Dismantling of sites may take place any time after 5.30pm Friday 12 November 2021 once the Show is closed to visitors. On Saturday 13 and Sunday 14, Curletts Road is the only entrance and exit gate for security reasons. This decision is to minimise risk for Trade Exhibitors.

16.2 Displays must be completely removed from the outdoor sites by 12pm, 21 November 2021. (Perimeter security outside of Show hours finishes at 6am on Monday 15 November 2021).

16.3 Trade Exhibitors in Feature Marquees and in the Retail Pavilion must have all displays removed by 12 noon on Saturday 13 November 2021.

16.4 Exhibitors whose items remain on the property at the end of 10 (ten) days from the closing of the Show will be liable for any costs incurred (legal or otherwise), plus a storage fee of \$50+GST per day until the items are removed from the Showgrounds.

16.5 Any contamination or damage to sites caused by Exhibitors will be the responsibility of the Exhibitor to rectify.

#### **17.0 CANCELLATION**

17.1 In the unlikely event the Canterbury A&P Association finds it necessary to cancel or postpone the Show, this contract will cease to operate upon notice to that effect, signed by the Event Director, being served on the Exhibitor in any of the following ways; Posting to the address listed on the Trade Application Form, emailing to the contact listed or by handing or offering it to any person, who appears or is thought by the Event Director to be, an agent or employee of the Exhibitor.

17.2 The Canterbury A&P Association shall not be liable to the Exhibitor for any compensation whatsoever as a result of the cancellation or postponement of the Show.

17.3 Money refunded to Exhibitors as a result of cancellation or postponement will be at the discretion of the Canterbury A&P Association.

#### **18.0 EXHIBITOR CANCELLATIONS**

18.1 If an Exhibitor should cancel the contract or terminate a site booking:

(a) Within the 120 day time period prior to the New Zealand Agricultural Show commencing The Canterbury A&P Association shall retain all monies received and seek all monies owed in relation to full value of this agreement. This 120 day period will commence on 13 July 2021, any cancellations received on this date and thereafter will receive no refund.

(b) Outside of the 120 day period, (being prior to 13 July 2021), from the New Zealand Agricultural Show commencing, you may make an application to the Board of the Canterbury A&P Association for a refund (notwithstanding the deposit which shall not be refunded in any circumstances) and any refund of the balance (but not the deposit, which shall be retained by the Canterbury A&P Association to defray expenses) shall be at the absolute and sole discretion of the Canterbury A&P Association.

18.2 The Canterbury A&P Association has the right to cancel this contract and to retain any monies paid and seek all monies owed in relation to this contract if the Exhibitor:

(a) Infringes any of the exhibiting conditions, and/or

(b) Does not occupy their site during the full period of the Show to which this contract applies, and/or

(c) Does not complete their site by 5pm on Tuesday 10 November 2020, and/or

(d) Does not have their site staffed and fully operational from 8am to 5.30pm for the three days of the Show.

(e) Does not have the necessary permits/Licences

#### **19.0 LIMITATION OF LIABILITY**

To the greatest extent permissible by law, the Canterbury A&P Association excludes all liability the Canterbury A&P Association may have to you for any claim except where the Canterbury A&P Association has acted in bad faith. This exclusion also applies for the benefit of every officer, employee, contractor or agent of the Canterbury A&P Association and anyone else they use to perform duties or provide services.

#### **20.0 DISPUTE RESOLUTION**

20.1 In the event a dispute arises, both parties shall meet and endeavour to resolve such dispute by good faith negotiation within seven (7) working days of the dispute first arising.

20.2 If the parties are unable to resolve the dispute by negotiation, either party may refer the dispute to the determination of a single arbitrator appointed by the mutual agreement of the parties.

20.3 If the parties cannot agree on an arbitrator within three (3) working days of attempting to do so, either party may apply to the President for the time being of the New Zealand District Law Society to appoint an independent arbitrator.

Both parties agree this appointment will be binding on them.

20.4 Any dispute referred to arbitration pursuant to clause shall be determined in accordance with the provisions of the Arbitration Act 1996.

#### **21.0 GENERAL CONDITIONS**

21.1 If the Canterbury A&P Association fails to enforce any terms or to exercise its rights under these terms of trade at any time, it has not waived those rights.

21.2 If any provision of these terms and conditions is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

21.3 The Canterbury A&P Association and its officers, employees, contractors and agents may deliver notices to you by sending them to an email address that you have notified to us.

21.4 We may serve notices on you by post or by email or by personal delivery.

These terms and conditions are governed by the laws of New Zealand.